

MARGOLIS EDELSTEIN

Bruce Barrett, Esquire – NJ Attorney Id. 030581982

100 Century Parkway, Suite 200

P. O. Box 5084

Mt. Laurel, New Jersey 08054

856-727-6000

Attorney for Defendants, Ryder Truck Rental and Evaristo Y. Santana, properly named
as Yiguy Evaristo Santana

ME File No. 42142.1-00002-BEB

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ALSAFI DJABERT and KHADIDJA MALLA,)	
)	
Plaintiffs,)	
)	
v.)	Case No:
)	
EVARISTO Y. SANTANA, RYDER TRUCK)	
RENTAL, ABC CORPORATIONS 1-100)	
(Names being fictitious) and JOHN DOES)	
(Names being fictitious))	
)	
Defendants.)	

NOTICE OF REMOVAL

Defendants, Ryder Truck Rental, Inc. (“Ryder”), 11690 NW 105 Street, Miami, Florida 33178-1103 and Yiguy Evaristo Santana (“Mr. Santana”), 109 E. 153rd Street, Bronx, New York 10451, by their attorneys Margolis Edelstein, pursuant to 28 U.S.C. §§ 1332(a) and 1441(b), hereby remove this action from the Superior Court of New Jersey, Law Division, Hudson County, to the United States District Court for the District of New Jersey. As grounds for this removal, defendants state as follows:

1. On November 19, 2020, plaintiff filed a Complaint in the Superior Court of New Jersey, Law Division, Hudson County, entitled *Alsafi Djabert and Khadidja Malla v. Ryder Truck Rental, et al.*, assigned docket number HUD-L-4247-20 (*See Exhibit 1*).

2. On November 23, 2020, plaintiff filed an Amended Complaint in the action filed in the Superior Court of New Jersey, Law Division, Hudson County, with the same claims but eliminating State Farm Insurance from the caption and as a party defendant (*See* Exhibit 4).

3. Plaintiffs generally allege that they suffered severe personal injuries resulting from a January 23, 2019 motor vehicle collision in Jersey City, New Jersey with a vehicle operated by Evaristo Santana and “being leased rented and/or otherwise provided by Ryder.” (*Id.* at ¶3).

4. Plaintiffs further allege that “As a direct and proximate result of the negligence of Defendants, Plaintiffs sustained serious and permanent injuries, great pain and mental anguish, and continue to sustain the same and in the future will sustain the same and are obligated to expend large sums of money to effect a cure for said injuries, pain and suffering and mental anguish, is presently and in the future will be obligated to expend large sums of money so as to effect a cure for the injuries that the Plaintiffs sustained and were otherwise injured.” (*Id.* at ¶6).

5. The Superior Court has issued a Track Assignment Notice (*See* Exhibit 5).

6. Plaintiffs’ counsel has made a settlement demand to defense counsel in excess of \$75,000.00.

7. Plaintiffs Alsafi Djabert and Khadidja Malla are citizens of the State of New Jersey, residing at 65 Baldwin Avenue, Apt. #2, Jersey City, New Jersey 07306.

8. Mr. Santana is a citizen of the State of New York, residing at 109 E. 153rd Street, Bronx, New York 10451.

9. Ryder is a citizen of Florida, as it is a Florida corporation with a principal place of business at 11690 NW 105 Street, Miami, Florida 33178-1103. (*See* Exhibit 2).

10. Mr. Santana's employer, HL Motor Group, Inc. ("Highlight"), is a citizen of Ontario, Canada because it is a corporation located, organized and existing under the laws of and with a principal place of business in Ontario, Canada. (*See* Exhibit 3 ¶¶3-5).

11. On January 23, 2019, while engaged in the activity described in the Complaint in this matter, Evaristo Santana was an employee of Highlight. (*Id.* at ¶8).

12. The vehicle operated by Evaristo Santana at the time of the January 23, 2019 motor vehicle accident described in the Plaintiff's Complaint, was owned by Ryder and leased to Highlight. (*Id.* at ¶9).

13. Here, there is complete diversity between plaintiffs and defendants and the amount in controversy exceeds \$75,000.00 as required by 28 U.S.C. § 1441(b).

14. By reason of the foregoing, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a). There is complete diversity of citizenship, and the amount in controversy exceeds \$75,000.00, exclusive of costs. Removal of the state court action to this Court is therefore appropriate under 28 U.S.C. § 1441(b).

15. Removal of this action is timely under 28 U.S.C. § 1446(b) because this Notice of Removal was filed within thirty days after receipt by the defendants, through service or otherwise, of a copy of the pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable. Moreover, this Notice of Removal was filed within one year after commencement of the action.

16. Pursuant to 28 U.S.C. § 1446(d), contemporaneous with this filing, defendants are serving a copy of this Notice of Removal upon plaintiff and filing a copy with the Clerk of the Superior Court of New Jersey, Hudson County. (*See* Exhibit 6).

17. Defendants reserve the right to supplement this Notice of Removal and/or to present additional arguments in support of their entitlement to removal.

18. Removal is hereby effected without waiver of any challenges that defendants may have to personal jurisdiction, venue or service of process. Further, no admission of fact, law or liability is intended by this Notice of Removal, and all defenses, affirmative defenses and motions are hereby reserved.

WHEREFORE, Defendants, Ryder Truck Rental, Inc. and Evaristo Santana, hereby give notice of the removal of the above-referenced action now pending in the Superior Court of New Jersey, Hudson County, docket number HUD-L-4247-20, to the United States District Court for the District of New Jersey.

Respectfully submitted,

By: s/ Bruce Barrett
MARGOLIS EDELSTEIN
Counsel for Ryder Truck Rental, Inc.
and Evaristo Yiguy Evaristo Santana,

Date: December 8, 2020